

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

IN RE: CASE NO. 23-90709

CENTER FOR AUTISM AND CHAPTER 11  
RELATED DISORDERS, et al<sup>1</sup>

DEBTORS Jointly Administered

**OBJECTION OF DUMPTY HUMPTY HOLDINGS, LLC TO CURE AMOUNT**

NOW INTO COURT, through undersigned counsel, comes Dumpty Humpty Holdings, LLC (“Landlord”) which files this objection (“Objection”) to the Assumed and Assigned Stalking Horse Bidder Executory Contract and Unexpired Lease Schedule [Dkt. No. 155] (“Assumption and Assignment Schedule”) attached as Exhibit B(ii) to the Plan Supplement. Specifically, Landlord objects to the proposed cure amount of \$0.00 set forth in the Assumption and Assignment Schedule. In support of the Objection, Landlord respectfully states as follows:

**BACKGROUND**

1. Landlord and Center for Autism and Related Disorders, LLC (“Debtor Tenant”), a debtor in the above-captioned case, entered into that certain Lease Agreement dated August 29, 2018, as amended on December 21, 2018 (the “Lease”), whereby Landlord leased the property located at 1028 East Worthy Street, Suite A, Gonzales, Louisiana 70737 to Debtor Tenant.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Center for Autism and Related Disorders, LLC (1512); CARD Holdings, LLC (1453); CARD Intermediate Holdings I, LLC (N/A); CARD Intermediate Holdings II, LLC (3953); and SKILLS Global, LLC (4192). The location of the Debtors’ principal place of business is 9089 S Pecos Rd., Suite 3600, Henderson, Nevada 89074.

2. On June 11, 2023 (“Petition Date”), the above-captioned debtors (“Debtors”) filed for chapter 11 bankruptcy relief.

3. On June 29, 2023, the Debtors filed the Assumption and Assignment Schedule. The Debtors listed the Lease with Landlord as a lease to be assumed and assigned and a cure amount of \$0.00 (“Proposed Cure Amount”). Landlord disputes the Proposed Cure Amount.

4. Landlord asserts that under the Lease, Debtor Tenant owes monthly rent in the amount of \$22,550.16. *See* Ledger attached hereto as Exhibit A.

5. Based on the foregoing, Landlord files this objection to the Proposed Cure Amount owed to assume the Lease.

### **LAW AND ARGUMENT**

6. Section 365(b)(1) provides, in pertinent part:

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume a contract or lease unless, at the time of assumption of such contract or lease, the trustee – (A) cures, or provides adequate assurance that the trustee will promptly cure, such default...; and (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. §365(b)(1).

7. “[T]he primary purpose of the criteria of §365 are to protect the other party to a contract....” *In re Tama Beef Packing, Inc.*, 277 B.R. 407, 412–13 (Bankr. N.D. Iowa 2002). “Non-debtor parties to executory contracts and unexpired leases must be made whole as part of the assumption. If a debtor intends to assume an unexpired lease, there must be actual notice to a counterparty of: (a) the debtor's intention, and (b) the opportunity to object to the assumption and to assert a ‘cure’ amount for any defaults or pecuniary

losses thereunder.” *In re Placid Oil Co.*, No. 86-33419-SGJ-11, 2022 WL 2048654, at \*2 (Bankr. N.D. Tex. June 3, 2022).

8. Landlord disputes the Proposed Cure Amount set forth by Debtor Tenant in the Notice. Landlord asserts a total cure of \$22,250.16 is owed under the Lease, which consists of outstanding monthly rent.

9. Based on the foregoing, Landlord objects to the assumption and assignment of the Lease unless Debtor Tenant cures the defaults under the Lease. Landlord requests any and all general and equitable relief to which it may be entitled to.

Dated: July 13, 2023

/s/ Tristan Manthey

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***Counsel for Dumpty Humpty Holdings, LLC***

### **CERTIFICATE OF SERVICE**

I, Tristan Manthey, counsel for Dumpty Humpty Holdings, LLC, do hereby certify that I caused the above and foregoing to be served on July 13, 2023, via the Court’s CM/ECF Notification System as follows:

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/s/Tristan Manthey

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